

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

IN THE GENERAL COURT OF JUSTICE

FILED DISTRICT COURT DIVISION
18 CVD 5738

VERLON WILSON, a Minor by and
through his Guardian Ad Litem, LAKITA
PREWITT, and LAKITA PREWITT,
Individually,

Plaintiffs,

vs.

CUMBERLAND COUNTY BOARD OF
EDUCATION,

Defendant.

2018 AUG 22 A 9:23

CUMBERLAND CO., C.S.C.

BY

MOTION FOR APPOINTMENT
OF GUARDIAN AD LITEM

PURSUANT TO Rule 17(b)(1) of the North Carolina Rules of Civil Procedure, the Petitioner shows unto the Court that the Plaintiff, VERLON WILSON, is a minor without general or testamentary guardian. The Petitioner prays that the Court appoint LAKITA PREWITT, a discreet person, as *Guardian ad Litem* for the minor Plaintiff in this action.

Movants prays that this verified Motion be received as an Affidavit.

This the 22 day of August 2018.


LAKITA PREWITT

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

FILED

IN THE GENERAL COURT OF JUSTICE

2018 AUG 22 DISTRICT COURT DIVISION

18 CYD

5738

CUMBERLAND CO., C.S.C.

VERLON WILSON, a Minor by and
through his Guardian Ad Litem, LAKITA BY
PREWITT, and LAKITA PREWITT,
Individually,

Plaintiffs,

vs.

CUMBERLAND COUNTY BOARD OF
EDUCATION,

Defendant.

**ORDER GRANTING
MOTION FOR APPOINTMENT
OF GUARDIAN AD LITEM**

IT APPEARING to the Court that the Plaintiff, VERLON WILSON, is a minor without general or testamentary guardian in this state; that LAKITA PREWITT has moved the Court that she be appointed *Guardian ad Litem* for said minor; and that LAKITA PREWITT is a disinterested, fit and proper person to represent said minor Plaintiff in said action;

IT IS ORDERED that LAKITA PREWITT be, and she is, hereby appointed *Guardian ad Litem* for the minor Plaintiff, VERLON WILSON.

This the 22 day of August 2018.



Asst. Clerk of Superior Court
Cumberland County, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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DISTRICT COURT DIVISION
18 CVD 5738

VERLON WILSON, a Minor by and
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PREWITT, and LAKITA PREWITT,
Individually,

Plaintiffs,

vs.

CUMBERLAND COUNTY BOARD OF
EDUCATION,

Defendant.

COMPLAINT

BY

FILED
2018 AUG 22 A 9:26
CUMBERLAND CO., C.S.C.

NOW COME the Plaintiffs, complaining of the Defendant, and allege and say as follows:

1. The Plaintiff, Verlon WILSON ("minor Plaintiff"), is a minor, who is a citizen and resident of Cumberland County, North Carolina. At the time of the accident referred to herein, said minor Plaintiff was seventeen years old, having been born on February 25, 2001.

2. The Plaintiff, Lakita PREWITT, is a citizen and resident of Cumberland County, North Carolina, and has been duly appointed and is acting as said minor Plaintiff's *Guardian ad Litem* for the purpose of instituting this action.

3. The Defendant, Cumberland County Board of Education ("Defendant CCBOE"), also known as Cumberland County Schools, is a corporate body granted powers pursuant to state law and operating pursuant to North Carolina General Statutes §115C.

4. On or about May 25, 2018, the minor Plaintiff, Verlon WILSON, was a student at Reid Ross Classical School, which is a school system under the control of Defendant CCBOE.

5. On or about May 25, 2018, the minor Plaintiff was involved in an accident where he was injured when he slipped and fell on a wet floor.


6. As a result of the aforesaid incident, the minor Plaintiff has allegedly suffered injuries and damages.

7. As a direct and proximate result of the aforesaid acts, the minor Plaintiff has sustained injuries and damages to minor Plaintiff's person in an amount not to exceed \$25,000.00.

WHEREFORE, Plaintiffs demands Judgment against the Defendant as follows:

1. That Plaintiffs have and recover of the Defendant an amount not to exceed \$25,000.00 for personal injuries and damages;
2. That the cost of this action be taxed against the Defendant; and
3. For such other and further relief as the Court may deem just and proper.

This the 22 day of August 2018.


Lakita PREWITT, *Pro Se* Plaintiff
1532 Palmer Drive
Fayetteville, NC 28303

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
18 CVD 5738

VERLON WILSON, a Minor by and
through his Guardian Ad Litem, LAKITA
PREWITT, and LAKITA PREWITT,
Individually,

Plaintiffs,

vs.

CUMBERLAND COUNTY BOARD OF
EDUCATION,

Defendant.

ACCEPTANCE OF SERVICE

FILED
2018 AUG 22 A 9 22
CUMBERLAND CO., C.S.C.

NOW COMES the Defendant in this action, by and through undersigned counsel, and
says as follows:

1. That said school board is the Defendant to be served within this Summons;
2. That by execution hereof, the named Defendant accepts service through counsel
of said Summons and acknowledge receipt of the original Summons and a copy of the Complaint
filed in said action;
3. That the named Defendant submits to the jurisdiction of the General Court of
Justice, District Court Division, County of Cumberland, State of North Carolina in order that by
this acceptance shall, and hereby does, constitute a general appearance by Cumberland County
Board of Education, by and through said Defendant's counsel, for all purposes.

This the ____ day of August 2018.

RAGSDALE LIGGETT PLLC

By:

Mary Webb
MARY M. WEBB
N.C. Bar No. 19166
Post Office Box 31507
Raleigh, North Carolina 27622-1507
Telephone: (919) 787-5200
Facsimile: (919) 783-8991
Attorneys for Defendant

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

18 CVD **5738**

VERLON WILSON, a Minor by and
through his Guardian Ad Litem, LAKITA
PREWITT, and LAKITA PREWITT,
Individually,

Plaintiffs,

vs.

CUMBERLAND COUNTY BOARD OF
EDUCATION,

Defendant.

ANSWER

BY _____

FILED
2018 AUG 22 A 9:27
CUMBERLAND CO., C.S.C.

NOW COMES the Defendant, Cumberland County Board of Education, answering the Complaint of the Plaintiffs, and alleges and says:

FIRST DEFENSE

1. Admitted, upon information and belief.
2. Admitted, upon information and belief.
3. Admitted, upon information and belief.
4. Admitted, upon information and belief.
5. The allegations in Paragraph 5 of Plaintiff's Complaint are denied.
6. The allegations in Paragraph 6 of Plaintiff's Complaint are denied.
7. The allegations in Paragraph 7 of Plaintiff's Complaint are denied.

WHEREFORE, having fully answered the Complaint of the Plaintiffs, Defendant prays unto the Court as follows:


1. That the Plaintiffs have and recover nothing of the Defendant, and that the Complaint of the Plaintiffs be dismissed;

2. For a trial by jury.
3. For such other and further relief as the court deems just and proper.

This the 22 day of August 2018.

RAGSDALE LIGGETT PLLC

By: _____


MARY M. WEBB
N.C. Bar No. 19166
Post Office Box 31507
Raleigh, North Carolina 27622-1507
Telephone: (919) 787-5200
Facsimile: (919) 783-8991
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served upon all parties by hand delivering a copy addressed as follows:

Lakita PREWITT, Pro Se
1532 Palmer Drive
Fayetteville, NC 28303

This the 22 day of August 2018.

RAGSDALE LIGGETT PLLC

By: Mary Webb

MARY M. WEBB
N.C. Bar No. 19166
Post Office Box 31507
Raleigh, North Carolina 27622-1507
Telephone: (919) 787-5200
Facsimile: (919) 783-8991
Attorneys for Defendant

FILED
2018 AUG 22 A 9:21
CUMBERLAND CO., C.S.C.
BY

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

18 CVD 5738

VERLON WILSON, a Minor by and
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PREWITT, and LAKITA PREWITT,
Individually,

Plaintiffs,

vs.

CUMBERLAND COUNTY BOARD OF
EDUCATION,

ORDER APPROVING MINOR
SETTLEMENT

FILED
2018 AUG 22 A 9:28
CUMBERLAND CO., C.S.C.
BY

THIS CAUSE, coming to be heard and being heard on the 22 day of August 2018, before the undersigned Judge presiding over the District Court of Cumberland County, North Carolina, the minor Plaintiff, Verlon WILSON, and his *Guardian ad Litem*, Lakita PREWITT, being *pro se* Plaintiffs, and the Defendant being represented by Mary M. Webb; and

IT APPEARING to the Court that Lakita PREWITT is the duly appointed *Guardian ad Litem* for the minor Plaintiff, Verlon WILSON, and has brought this action under the provisions of North Carolina law for damages to the minor; and

IT APPEARING to the Court that this is an action for personal injuries incurred as the result of an incident which occurred on or about May 25, 2018 at Reid Ross Classical School in Fayetteville, North Carolina, where the minor Plaintiff was a student, in which minor Plaintiff sustained some injury, that the liability of said Defendant, if any, is in doubt; that the Plaintiffs desire to settle and the parties have agreed to forever compromise and settle claims for the amount of FIVE THOUSAND FIVE HUNDRED SEVENTY THREE DOLLARS AND 00/00 (\$5,573.00), and payments to be made as follows:

1. Defendant shall pay the TOTAL sum of FIVE THOUSAND FIVE HUNDRED SEVENTY THREE DOLLARS AND 00/00 (\$5,573.00) to be disbursed as follows:
 - a. Defendant shall pay the sum of \$1,979.06 directly to the Cumberland County Hospital System for satisfaction of the outstanding medical lien incurred on behalf of the minor Plaintiff.
 - b. Defendant shall pay the sum of \$3,593.94 to the Cumberland County Clerk of Court to be held in trust for the benefit of the minor Plaintiff Verlon WILSON.

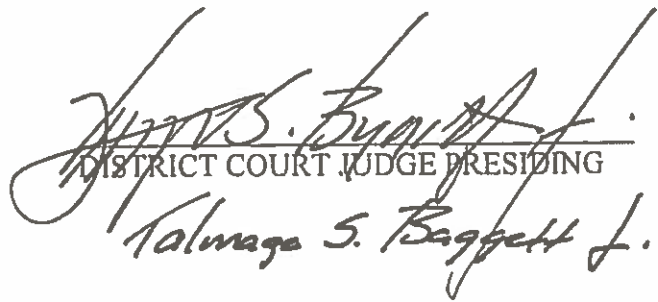
2. That the terms and conditions of the compromise settlement are more fully defined and set out in the *Settlement Agreement and Release*, which is attached hereto and incorporated herein by reference as if fully set forth, and sets out the rights and obligations of each of the respective parties with regard to said payments; and

3. The Court, finding that said settlement is fair and reasonable, and that it is in the best interest of the minor Plaintiff and her *Guardian ad Litem* to accept said sum of settlement as herein above prescribed; and the Court sanctioning and approving said settlement.


NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Plaintiffs have and recover of the Defendant the total sum of FIVE THOUSAND FIVE HUNDRED SEVENTY THREE DOLLARS AND 00/00 (\$5,573.00) payable to the minor Plaintiff and her *Guardian ad Litem* according to the terms set forth above in paragraphs 1, 2, and 3, and more fully in the *Settlement Agreement and Release*;

Payment of the aforesaid total sum of FIVE THOUSAND FIVE HUNDRED SEVENTY THREE DOLLARS AND 00/00 (\$5,573.00) constitutes and operates as a full, final and complete settlement, satisfaction, release, and discharge of any and all claims whatsoever which Plaintiffs, or any other person or persons operating by, for, or through Plaintiffs, may have against the Defendant, or any other person, corporation, or entity, on account of, or in any manner arising out of, or resulting from the matters and things referred to in the pleadings in this action; this order shall be and constitutes a perpetual bar to the institution or prosecution of any action or cause of action by or on behalf of the minor Plaintiff or any other person or persons claiming by, for, or through Plaintiffs, and resulting from the matters and things referred to in the pleadings in this matter; and the costs of this action shall be taxed against the Defendant.

This the 22nd day of August 2018.


DISTRICT COURT JUDGE PRESIDING
Talmage S. Baggett Jr.

WE CONSENT:


Lakita PREWITT, Individually and as
Guardian ad Litem for
Verlon WILSON


MARY M. WEBB
Attorney for Defendant

STATE OF NORTH CAROLINA

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PREWITT, and LAKITA PREWITT,
Individually,

Plaintiffs,

vs.

CUMBERLAND COUNTY BOARD OF
EDUCATION,

**SETTLEMENT AGREEMENT
AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Settlement Agreement")
is made and entered into this 22 day of August 2018, by and between (among):

"CLAIMANTS" Verlon WILSON, A Minor By and Through Her Guardian Ad Litem Lakita
PREWITT, and Lakita PREWITT, Individually
"DEFENDANTS" Cumberland County Board of Education
"INSURER" Sedgwick Claims Management Services

RECITALS

A. On or about May 25, 2018, Verlon WILSON was injured in an incident in or near Fayetteville, Cumberland County, North Carolina. Claimants allege that the incident and resulting physical injuries arose out of certain alleged negligent acts or omissions of the Defendant, and have made a claim seeking monetary damages on account of those injuries.

B. Insurer is the liability insurer of the Defendant, Cumberland County Board of Education, and as such, may be obligated to pay any claim made or judgment obtained against the Defendant which is covered by its policy with the Defendant.

C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which have, or might be made, by reason of the incident described in Recital A above, upon the terms and conditions set forth below.

AGREEMENT

The parties agree as follows:

1 Release and Discharge.

1.1 In consideration of the payment set forth in Section 2, Claimants hereby completely **RELEASE** and **FOREVER DISCHARGE** Defendant, the Insurer, and all other persons, employees, agents, corporations or other entities, from any and all past, present, or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of service, expenses and compensation, of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Claimants now have, or which may hereafter accrue or otherwise be acquired on account of, or may in any way grow out of the incident described in Recital A above, including, without limitation, any and all known or unknown claims for bodily and personal injuries to Claimants, or for any future wrongful death claim of Claimants' representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Defendant.

1.2 This Release and Discharge shall also apply to Defendant's and Insurer's past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 This Release, on the part of the Claimants, shall be a fully binding and complete settlement among the Claimants, the Defendant and the Insurer, and their heirs, assigns, and successors.

1.4 The Claimants acknowledge and agree that the Release and Discharge set forth above is a General Release. Claimants expressly waive and assume the risk of any and all claims for damages which exist as of this date, but which the Claimants do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Claimants' decision to enter into this Settlement Agreement. The Claimants further agree that the Claimants have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Claimants assume the risk that the facts or law may be other than Claimants believe. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendant, by whom liability is expressly denied.

2 Payments.

In consideration of the release set forth above, the Insurer, on behalf of the Defendant, agrees to pay to the individual(s) named below ("Payee(s)") the sums outlined in this Section 2 below:

2.1 Payments due at the time of Settlement as follows:

2.1.1 \$1,979.06 payable to Cumberland County Hospital System for satisfaction of the outstanding medical expenses incurred on behalf of the minor Plaintiff.

2.1.2 \$3,593.94 payable to the Cumberland County Clerk of Court to be held in trust for the benefit of said minor until he reaches the age of 18.

All sums set forth herein constitute damages on account of physical injuries and sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

3 Representation of Comprehension of Document.

In entering into this Settlement Agreement, Claimants represent that the terms of this Settlement Agreement are fully understood and voluntarily accepted by Claimants.

4 Warranty of Capacity to Execute Agreement.

Claimants represent and warrant and no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of actions referred to in this Settlement Agreement, except as otherwise set forth herein; the Claimants have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Claimants have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

5 Governing Law.

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

6 Additional Documents.

All parties agree to cooperate fully and execute any and all supplementary documents and to take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

7 Entire Agreement and Successors in Interest.

This Settlement Agreement contains the entire agreement between the Claimants, the Defendants and the Insurer with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

8 Effectiveness.

This Settlement Agreement shall become effective immediately following execution by each of the parties.

This the 22 day of August 2018.

CLAIMANT

A handwritten signature in black ink, appearing to read "Lakita Prewitt", is written over a horizontal line.

Lakita PREWITT,
Individually and as *Guardian Ad Litem* for
Verlon WILSON

RELEASE

FOR THE SOLE CONSIDERATION of FIVE THOUSAND FIVE HUNDRED SEVENTY THREE DOLLARS AND 00/00 (\$5,573.00) the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases and forever discharges Cumberland County Board of Education, Sedgwick Claims Management Services, Inc., their heirs, executors, administrators, agents, employees, successors, and assigns, and all other persons, firms or corporations liable or who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all expenses for medical treatment of any type for any condition or injuries sustained by Verlon WILSON, whether known and unknown, which may have resulted or may in the future develop from an accident which occurred on or about May 25, 2018, in Fayetteville, North Carolina, where the claimant was a student and was injured in an accident.

THE UNDERSIGNED hereby declares that the terms in this settlement have been completely read and fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, of the undersigned arising out of the accident above mentioned.

THE UNDERSIGNED hereby agrees and affirms to pay any liens which may have been filed as a result of the accident described herein, or any treatment or repairs arising from said accident. The undersigned further agrees to indemnify Cumberland County Board of Education, and Sedgwick Claims Management Services, Inc., for any failure to pay any existing liens from the settlement funds advanced herewith.

THE UNDERSIGNED hereby accepts draft or drafts as final payment of the consideration set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 22 day of August 2018, to the Release.

May Webb
WITNESS

Lakita Prewitt (SEAL)
Lakita PREWITT,
Individually and as *Guardian ad Litem* for
Verlon WILSON